

# ***EXHIBIT 3***

***UNREDACTED VERSION  
OF DOCUMENT  
SOUGHT TO BE SEALED***

# ***EXHIBIT 3***

**Exhibit D**

**IP License Terms**

**DEFINITIONS**

**Trucking Business:** The business of the development, manufacture and commercialization of autonomous or semi-autonomous Class 6 or above off-road or on-road vehicles used for over-the-road or long-haul purposes (including over-the-road or long-haul routes that go through or end in a city or location other than a long-haul roadway) and related equipment and services, but not local or short-haul operations. For clarity, distribution center to distribution center operations shall be deemed long-haul.

**Direct Competitor:** Shall mean (i) a party in the transportation-as-a-service industry (whether direct or indirect), including but not limited to on-demand ridesharing and car rental services, including, without limitation, Lyft, Didi Kuaidi, OlaCabs, GrabTaxi and any of their respective affiliates (controlled by or under common control) and/or successors, and (ii) Alphabet and any of its affiliates (controlled by or under common control) and/or successors. [*On-demand ridesharing to be further defined in definitive agreement.*]

**Licensed IP:** That IP owned by Unicorn and its affiliates related to laser sensors, perception, planning algorithms, simulation environment, collected sensor data and maps created from that data (including related map information) related to controlled access highways, testing framework (regression as well as unit, hardware and functional tests ), including source and build environment for the foregoing, to support autonomous operation of vehicles that is reasonably useful or necessary for the Trucking Business.

**LICENSE CONSTRUCT**

**License:**

Unicorn will grant New Trucking Company a worldwide, royalty-free, exclusive (except as provided below), nontransferable (except as provided below), non-sublicenseable (except as provided below), license to use and exploit the Licensed IP to develop, make, use, offer and sell products and services solely in the field of the Trucking Business ("Field").

- The license shall be exclusive in the Field; provided that if New Trucking Company ceases to operate the Trucking Business (except in connection with a permitted Company Sale) or upon a New Trucking Company bankruptcy, liquidation or dissolution, Unicorn will have the right to revoke the exclusivity.
- Unicorn is willing to allow the sublicense of the Licensed IP in the following scenarios: (i) limited access to a third party performing development or testing services for New Trucking Company in the Field, subject to confidentiality obligations and other reasonable restrictions under the circumstances and (ii) sales to customers solely as an integrated part of a New Trucking Company commercial product or service in the Field.

- Unicorn is willing to allow the license to be transferred as part of an acquisition of all or substantially all of the equity or all or substantially all of the assets of New Trucking Company ("Company Sale") to any acquirer, except to any acquirer that is (x) a Direct Competitor or (y) primarily in the on-demand local or short-haul delivery logistics business, provided Unicorn shall receive prior written notice of such Company Sale. For clarity, New Trucking Company shall be free to consummate a Company Sale at any time without restriction if the Licensed IP is not included as part of the Company Sale and the license is terminated.

**Non-Blocking License Back:**

New Trucking Company will grant Unicorn a non-exclusive, worldwide, perpetual, irrevocable, royalty-free license to use and exploit any patent rights arising from or related to modifications, derivatives, improvements or enhancements of the Licensed IP created by or for New Trucking Company (or any permitted successor and/or affiliate thereof). The field of use for such license shall not include the Trucking Business so long as (i) the license to the Licensed IP remains in effect and (ii) the exclusivity applicable to the license to the Licensed IP remains in effect.

**Restrictions:**

Licensed IP may never be licensed, sold or provided to a third party on a stand-alone basis.

Source code and algorithms in the Licensed IP may never be shared with any party, other than approved sublicensees performing development or test services, without Unicorn's prior written approval, which shall be granted in Unicorn's sole discretion.

New Trucking Company can't sell products or services that include Licensed IP to a Direct Competitor.

**Termination:**

The license may be terminated by Unicorn in the event of (i) a material breach by New Trucking Company of the license rights and restrictions related to the Licensed IP (which shall be subject to a periodic Unicorn audit right upon Unicorn's reasonable advance notice) that is not cured, if capable of cure, within 30 days of notice of such breach or such further time as may be reasonably required, not to exceed 60 days, provided the New Trucking Company has commenced cure within such 30 days and diligently pursues to completion; or (ii) any transfer of the license in connection with a Company Sale in violation of the Company Sale restrictions set forth above. For purposes of clarity, an unintentional breach of any such restriction on the sale of products or services may be cured by Company ceasing such sales and using commercially reasonable efforts to regain possession of any delivered products or services within the applicable cure period.